

After recording return to:



00094698201000147090030032

12/30/2010 11:07:15 AM

Fee: \$47.00

### RESTRICTIVE COVENANT Conditional Use Permit

The undersigned, being the record owners of all of the real property described as follows; 20 ACRES  
T36 R10 Section 2300 and further identified by "Exhibit A" attached hereto, do hereby make the following restrictive covenant(s) for the above-described real property, specifying that the covenant(s) shall run with the land and shall be binding on all persons claiming under such land, and that these restrictions shall be for the benefit of and limitation on all future owners of said real property.

In consideration of approval by Klamath County, Oregon of a land use permit to construct a single family dwelling on property designated by the Klamath County Assessor's Office as Tax Lot 1100 in Township 36 South, Range 10 East, Section 2300, the following restrictive covenant(s) hereafter bind the subject property:

"Declarant and Declarant's heirs, legal representatives, assigns, and lessees hereby recognize(s) the rights of adjacent and nearby landowners to conduct farm and forest operations consistent with accepted farming practices and Forest Practices Act, ORS 30.090 and Rules for uses authorized by this Code."

This covenant shall not be modified or terminated except by the express written consent of the owners of the land at the time, and the Klamath County Community Development Department, as hereafter provided.

KLAMATH COUNTY, a political subdivision of the State of Oregon, shall be considered a party to this covenant and shall have the right, if it so desires, to enforce any or all of the covenant(s) contained herein by judicial or administrative proceeding. This covenant is made pursuant to the provisions of the Klamath County Land Development Code.

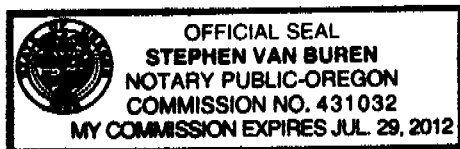
Dated this 17 day of Dec, 2010.

Record Owner

Record Owner

STATE OF OREGON     )  
                                  ) ss.  
County of Klamath    )

Personally appeared the above names Ferry J. Kreutzer & Ann Kreutzer and acknowledged the foregoing instrument to be his/her voluntary act and deed before me this 17 day of December, 2010.



[Signature]  
Notary Public for State of Oregon  
My Commission Expires:

**Note:** A copy of the recorded instrument must be returned to Community Development before permits can be issued.  
\\mady\cdd\shared\PLANNING\Planning Forms\Covenant-CUP.doc

**KNOW ALL . BY THESE PRESENTS,** That CLIFFORD . EMMICH and WINIFRED L. EMMICH, husband and wife, Glendale, California 91208, hereinafter called the grantor, for the consideration hereinafter stated to the grantor paid by EDWARD F. DeLAMERE and DOLORES B. DeLAMERE, husband and wife, P. O. Box 68, Gorman, California 93534, hereinafter called grantees, hereby grants, bargains, sells and conveys unto the said grantees, not as tenants in common but with the right of survivorship, their assigns and the heirs of the survivor of said grantees, all of the following described real property with the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, situated in the County of Klamath, State of Oregon, to-wit:

AN UNDIVIDED 1/2 INTEREST:

TOWNSHIP 36 South, Range 10 East, W.M.  
Section 23: Southeast 1/4 of Northwest 1/4. (40 acres)  
1/4 mile x 1/4 mile)

See Exhibit "A" attached hereto and made a part hereof.

Vendor to hold Vendee harmless of contract Emmich to First National Bank of Oregon.

**TO HAVE AND TO HOLD** the above described and granted premises unto the said grantees, their assigns and the heirs of such survivor, forever; provided that the grantees herein do not take the title in common but with the right of survivorship, that is, that the fee shall vest absolutely in the survivor of the grantees.

And the grantor above named hereby covenants to and with the above named grantees, their heirs and assigns, that grantor is lawfully seized in fee simple of the above granted premises, that the said premises are free from all encumbrances

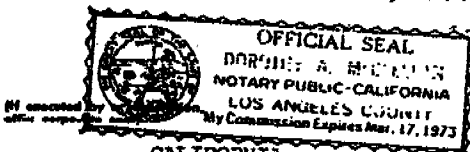
and that grantor will warrant and forever defend the above granted premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 2,500.00

However, the actual consideration consists of or includes other property or value given or promised which is part of the consideration ~~(which is not stated)~~

In construing this deed and where the context so requires, the singular includes the plural, the masculine includes the feminine and the neuter and, generally, all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

**IN WITNESS WHEREOF**, the grantor has executed this instrument on the 5<sup>th</sup> day of June, 1969; if the grantor is a corporation, it has caused its corporate name to be signed and its corporate seal to be affixed hereunto by its officers duly authorized thereunto by order of its board of directors.



CALIFORNIA  
STATE OF ~~MISSOURI~~  
County of Los Angeles } ss.

Personally appeared the above named  
Clifford J. Emmich & Winifred L.  
Emmich and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:  
(OFFICIAL SEAL) *Anthony C. McMillan*  
Notary Public for California  
My commission expires:

STATE OF OREGON, County of } ss.  
Personally appeared \_\_\_\_\_ and  
each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of \_\_\_\_\_

a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me:  
Notary Public for Oregon  
My commission expires:

(OFFICIAL SEAL)

NOTE—The sentence between the symbols Ⓢ, if not applicable, should be deleted. See Chapter 462, Oregon Laws 1967, as amended by the 1967 Special Session.

## WARRANTY DEED (SURVIVORSHIP)

CLIFFORD J. EMMICH and  
WINIFRED L. EMMICH  
TO *Edward F. DeLamere & Dolores B. DeLamere*  
EDWARD F. DeLAMERE and  
DOLORES B. DeLAMERE

STEVENS-NESS LAW FIRM, P.C., PORTLAND, ORE.

No.

*Stevens-Ness Law Firm, P.C.*  
43536

## STATE OF OREGON,

County of } ss.

I certify that the within instrument was received for record on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and recorded in book \_\_\_\_\_ on page \_\_\_\_\_.  
Record of Deeds of said County.  
Witness my hand and seal of County affixed.

(DON'T USE THIS SPACE, RESERVED FOR RECORDING LABEL IN COUNTIES WHERE USED.)

Exhibit B-1  
File # CUP 21-01

Title.

Deputy.

By

## EXHIBIT "A"

Easements, rights of way of record and those apparent on the land and;

Grantor reserves for grantee and for adjoining property owners and their assigns and successors, a 60 ft. wide easement for joint user roadway and all other roadway purposes over and across a 60 ft. wide strip of land laying north of, adjoining, and parallel to the southerly boundary of the N 1/2 of Sec. 23: T 36S, R 10E, W.M. and;

Also over and across a 60 ft. wide strip of land laying North of, adjoining, and parallel to the southerly boundary of NW 1/4 of Sec. 24: T 36S, R 10E, W.M. and;

Also over and across a 60 ft. wide strip of land laying east of, adjoining, and parallel to the westerly boundary of NW 1/4 of Sec. 23: T 36S, R 10E, W.M. and;

Also over and across a 60 ft. wide strip of land laying north of, adjoining, and parallel to the southerly boundary of E 1/2 of SW 1/4 of Sec. 23: T 36S, R 10E, W.M. and;

Also over and across a 60 ft. wide strip of land laying north of, adjoining, and parallel to the southerly boundary of Sec. 14: T 36S, R 10 E., W.M. and;

Also over and across a 60 ft. wide strip of land laying north of, adjoining, and parallel to the southerly boundary of SE 1/4 of Sec. 15: T 36S, R 10E, W.M. and;

Also over and across a 60 ft. wide strip of land laying east of, adjoining, and parallel to the westerly boundary of Lots #13, #20, #21, #28, #29, Sec. 13: T 36S, R 10E, W.M. and;

Also over and across a 60 ft. wide strip of land laying east of, adjoining, and parallel to the westerly boundary of Lots #18, #23, #26, #31, #30, #27, #22, Sec. 14: T 36S, R 10E, W.M. and;

Also over and across a 60 ft. wide strip of land laying north of, adjoining, and parallel to the southerly boundary of Lots #21, #22, #23, #24, Sec. 14: T 36S, R 10E, W.M. and;

Also over and across a 60 ft. wide strip of land laying east of, adjoining, and parallel to the westerly boundary of NE 1/4, Sec. 23: T 36S, R 10E, W.M. and;

Also over and across a 50 ft. wide strip of land laying west of, adjoining, and parallel to the easterly boundary of NW 1/4 of Sec. 24: T 36S, R 10E, W.M., and of the SW 1/4 of Sec. 13: T 36S, R 10E, W.M. and that part of Lot #14, Sec. 13: T 36S, R 10E, W.M. that lays south of Sprague River Highway.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of CLIFFORD J. EMICH

this 17th day of January A. D. 19 75 at 2:25 o'clock P M., and duly recorded in  
Vol. M 75 of DEEDS on Page 700

FEE \$ 4.00

WM. D. MILNE, County Clerk

By [Signature] Deputy